

IN THE  
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

ELIJAH W. MOORE, )  
                        )  
                        )  
*Plaintiff,*       )  
                        )  
                        )  
v.                     ) No. 4:13-CV-1928-AGF  
                        )  
                        )  
DAVID L. SHIPLEY, et al., )  
                        )  
                        )  
*Defendants.*       )

**DISMISSAL PURSUANT TO SETTLEMENT**

COMES NOW the plaintiff, and pursuant to terms agreed on by counsel for the nondefaulted defendants and himself, dismisses the above-captioned civil action.

1. On July 23, 2015, the plaintiff by phone, and the undersigned and the nondefaulted defendants counsel in person, participated in a mediation led by the Hon. Stephen Nathaniel Limbaugh, Sr. (Retired District Judge), which resulted in their agreement to settle this case according to specific terms. Doc. No. 128.

2. On July 28, 2015, keeping his end of the terms of the agreement to settle the case, the plaintiff executed the documents that

counsel for the nondefaulted defendants tendered to the undersigned on July 24, 2015.

3. On July 28, 2015, the undersigned sent counsel for the nondefaulted defendants, Assistant Attorney General Deborah Bell Yates, the foregoing documents, including the release and settlement agreement bearing the plaintiff's own notarized signature.

4. Subsequently agents of the State of Missouri transferred the plaintiff to the South Central Correctional Center, 255 West Highway 32, Licking, Missouri 65542.

5. In reliance on the latest representation by Assistant Attorney General Deborah Bell Yates that the State of Missouri will now honor its end of the settlement agreement, the plaintiff dismisses the above-captioned civil action.

6. The undersigned will notify the Court when the plaintiff notifies him that it has done so.

WHEREFORE, the plaintiff dismisses the above-captioned civil action pursuant to the terms agreed on in the mediation ordered by the Court.

Respectfully submitted,

/s/ John William Simon  
# 34535MO  
Constitutional Advocacy LLC  
7201 Delmar Blvd. # 201  
St. Louis, Missouri 63130-4106  
(314) 604-6982  
Fax (314) 754-9083  
*simonjw1@yahoo.com*  
*Attorney at Law\**

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\*No contractual or other consensual relationship exists between the plaintiff and the above-named attorney; but the Court has denied a motion for leave to withdraw supported by a declaration of informed consent by the plaintiff. Doc. No. 107. The undersigned tenders this pleading with this scruple but pursuant to the indubitable agreement by the plaintiff in a phone conference with Judge Limbaugh and in the plaintiff's notarized stipulation of dismissal.

Certificate of Service

I hereby certify a true and correct copy of the foregoing was forwarded for transmission via Electronic Case Filing (ECF) this fourteenth day of August 2015, to the offices of:

Joel A. Poole  
Elad J. Gross  
Assistant Attorneys General  
P.O. Box 899  
Jefferson City, Missouri 65102

and

Deborah Bell Yates  
Assistant Attorney General  
P.O. Box 861  
St. Louis, Missouri 63188

/s/ John William Simon  
*Attorney at Law*